

FINANCE DEPARTMENT

REGULATIONS

The 18th January, 1968

No. 10700-3FR-67/1855.—In exercise of the powers conferred under article 309 of the Constitution of India and all other powers enabling him in this behalf the President of India is pleased to make the following rules further to amend the Punjab Civil Services Rules, Volume III (Travelling Allowance Rules) namely :—

1. These Rules may be called the Punjab Civil Services (Volume III) (Travelling Allowance Rules) (Haryana First Amendment) Rules, 1968.

2. The following shall be substituted for the opening para of note (3) below 2.81(1):

The Haryana Government have entered into reciprocal arrangements with the State Governments of Orissa, Bihar, U.P., Maharashtra, Madras, Punjab, Rajasthan, Madhya Pradesh, Andhra Pradesh, Mysore, Kerala, Gujarat, J. & K., West Bengal and with the Government of India, for the payment of expenses of Government servants who are summoned by the Criminal Courts to give evidence in their official capacity on the following lines :

3. This amendment takes effect from 1st November, 1966.

B. S. MANCHANDA,
Commissioner for Planning and Finance, and
Secretary to Government, Haryana,
Planning and Finance Departments.

LABOUR DEPARTMENT

The 20th/24th January, 1968.

No. 681-3Lab-68/1832.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s G. H. R. Industries, Mathura Road, Faridabad :—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK

Reference No. 103 of 1967

Between

THE WORKMEN AND THE MANAGEMENT OF
M/S G. H. R. INDUSTRIES, MATHURA
ROAD, FARIDABAD

Present.—Shri Darshan Singh, for the workman.
Shri R. C. Sharma, for the management.

AWARD

Shri Jai Bhagwan claimant was in the service of M/s G. H. R. Industries, Mathura Road, Faridabad. His services were terminated and this gave rise to an industrial dispute. The Government of Haryana in exercise of the powers conferred by clause (c) of subsection (1) of Section 10 read with proviso to that subsection of the Industrial Disputes Act, 1947 referred the following dispute to this Court for adjudication,—*vide* gazette notification No. 531-SF-III-Lab-67, dated 16th November, 1967 :—

Whether the termination of services of Shri Jai Bhagwan was justified and in order? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties who have arrived at an amicable settlement. The claimant has been taken back in service and his representative has made a statement that he does not wish to press his claim. I, therefore, make my award accordingly. No order as to costs.

P. N. THUKRAL,

Dated the 11th January, 1968.

Presiding Officer,
Labour Court, Rohtak.

No. 103, dated 16th January, 1968.

This award is submitted to the Secretary to Government, Haryana, Labour & Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

The 20th/25th January, 1968

No. 675-3Lab-68/1828.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Jay Engineering Works, Sonepat.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, CHANDIGARH

Reference No. 93 of 1967

Between

THE WORKMEN AND THE MANAGEMENT
OF M/S JAY ENGINEERING WORKS,
SONEPAT

Present.—Shri Shyam Sunder Singhal, for the management.

Nemo, for the workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s Jay Engineering Works, Sonepat, the same was referred for adjudication to this Tribunal under clause (d) of Sub-section (1), of section 10 of the Industrial Disputes Act, 1947,—*vide* Haryana Government Notification No. 468-SF-III-Lab-67/29367, dated 30th September, 1967. The only item of dispute which is mentioned in the aforesaid notification is as under :—

“Whether dearness allowance should be given to all the workmen (including clerical staff due to rise in the cost of living index ? If so, with what details and from which date ?”

On receipt of the reference in this Tribunal usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. The written statement filed by the management was not a proper one and the management was, therefore, given time to file better particulars of their case on 29th November, 1967. On the last-mentioned date it was stated on behalf of the management that the unit in question had closed down and the reference had, therefore, become infructuous. The case was adjourned to 13th December, 1967 and since no one was then present for the workmen a fresh notice was ordered to issue to the workmen calling upon them to appear in court on the aforesaid date and to produce their evidence in respect of the item of dispute. On the 13th

December, 1967, no one again appeared for the workmen. The management filed an affidavit showing that the Usha Industries, Sonepat which was a unit of M/s Jay Engineering Works Ltd., and about which the dispute had been raised had closed down with effect from 25th November, 1967 and all the employees thereof excepting three, who had been retained in service for finalising certain steps with regard to the closure, had been paid all their dues. It was further stated that no workman had remained interested in the dispute covered by the reference. This statement was supported by the management by a duly sworn affidavit. A notice was again issued to the workmen calling upon them to appear before the tribunal on the 12th January, 1968 at Karnal. No one appeared on the said date also. I am satisfied from the affidavit of the management and from the lack of interest which the workmen have shown in prosecuting the reference that the workmen are no longer interested in the dispute. Any how they have not produced any evidence to substantiate their demand which is accordingly dismissed.

No order as to costs.

K. L. GOSAIN,
Industrial Tribunal, Haryana,
Chandigarh.

Dated 17th January, 1968.

No. 90, dated Chandigarh, the 17th January, 1968.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Industrial Tribunal, Haryana,
Chandigarh.

No. 676-3Lab.168/1830.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Seth Kanahya Lal Iron and Steel Company, Gurgaon :—

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH.

Reference No. 48 of 1967.

between

THE WORKMEN AND THE MANAGEMENT OF
M/S SETH KANAHYA LAL IRON AND STEEL
COMPANY, GURGAON.

Present.—Shri R. S. Lakhotia, for the management.
Shri C. B. Kaushik, for the workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s Seth Kanahya Lal Iron and Steel Company, Gurgaon, over the following items, the same was referred for adjudication to this tribunal under clause (d) of subsection 1 of section 10 of the Industrial Disputes Act 1947,—*vide* Haryana Government Notification No. 192-F-III-Lab.-67/11122, dated 24th April, 1967 :

- (1) Whether the termination of services of the workers mentioned in the enclosed list is justified and in order? If not to what relief they are entitled?
- (2) Whether any break in the continuity of services of the workers mentioned in the has been brought about by the management illegally and unjustified? If so, to what relief they are entitled.

On receipt of the reference in this tribunal usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. Necessary issues were then and the parties were called upon to lead their evidence in respect of the same. Before the date fixed for the recording of evidence the parties wrote to this tribunal that they had settled the dispute and that a settlement deed had been regularly executed by them. On the date fixed for evidence the representatives of both the parties stated before me that the dispute had been amicably settled between them on terms and conditions contained in Ex. A. and both of them desired that an award may be made in terms of the said document. I accordingly make my award in terms of Ex. A. which shall form a part and parcel of this award and shall be published as an annexure to the same.

No order as to costs.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

Dated 16th January, 1968.

No. 91, dated Chandigarh, the 17th January, 1968.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

The 24th/25th January, 1968

No. 7083-Lab.-68/2281.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s Purshotam Dass Mehansaria, Powerloom Factory, Faridabad:—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK
Reference No. 87 of 1967

between

The Workmen and the Management of M/s Purshotam Dass Mehansaria, Power Loom Factory, Faridabad.

Present:—

Shri R. N. Roy, for the Workmen.
Nemo for the Management.

AWARD

Shri Daya Nand was employed as a weaver by M/s Purshotam Dass Mehansaria, Power Loom Factory, Faridabad. His services were terminated on 29th June, 1967, on the ground that he was not attending to his duty properly with the result that the cloth was spoiled. The case of the workman is that there was no neglect of duty on his part and this gave rise to an industrial dispute. The Government of Haryana in exercise of the powers conferred by clause (c) of subsection (1) of Section 10 read with proviso to that sub-section of the Industrial Disputes Act, 1947 referred the following dispute to this Court for adjudication,—*vide* Gazette notification No. 368-SF-III-Lab.-67, dated 8th September, 1967:—

Whether the termination of services of Shri Daya Nand was justified and in order? If not, to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties. The workman filed his statement of claim and the management filed their written statement. The pleadings of the parties gave rise to the following issues:—

- (1) Whether there is no industrial dispute between the parties to be adjudicated upon?
- (2) Whether the Haryana Mazdoor Dal is not a registered trade union and for this reason has no locus standi to represent the workman or to espouse his cause?
- (3) Whether the termination of services of Shri Daya Nand was justified and in order? If not, to what relief is he entitled?

The case was adjourned to 9th January, 1968 to enable the parties to produce their evidence in support of their respective contentions. On the date fixed I waited for the management up to 2.00 p.m. but nobody appeared on their behalf. The workman along with Shri R. N. Roy was present. The ex parte proceedings were, therefore, taken against the management. The workman has appeared as his own witness in support of his allegations. My findings on the issues framed are as under:—

Issue No. 1.

As we have already seen the claimant has been dismissed from service on account of an alleged misconduct. The plea of the claimant is that he was not at fault and under Section 2-A of the Industrial Disputes Act, 1947, he is entitled to raise an industrial dispute if he contests the validity of his dismissal. In my opinion, therefore, there was an industrial dispute which requires adjudication. I find this issue in favour of the workman.

Issue No. 2.

There is no evidence that the Haryana Mazdoor Dal which is representing the case of the claimant is not registered trade union. Moreover, the claimant is himself prosecuting this claim and the workman cannot be rejected on the ground that the union which has espoused his cause is not registered. I find this issue in favour of the claimant.

Issue No. 3.

The workman has stated in his evidence that he joined the respondent concern on 1st January, 1961 and his earning used to come to Rs. 145 to Rs. 150 p.m. He has stated that he was in charge of two looms and his co-worker had also two looms. On 25th May, 1967, his machine was not working properly and the threads were being broken very often so he was in re-uniting the threads. The workman states that he did not notice that his co-worker had left the machine unattended and when he did attend to his machine he found that the cloth was not being made properly so he immediately stopped the machine and was busy in putting the threads in order when the supervisor came and caught hold of the collar of his vest and pulled him up and said harshly as to why he had spoiled the cloth. The workman states that he explained to the supervisor that he was busy in putting the threads in the machine in order when his co-worker left the machine unattended and as soon as he noticed that the cloth was not being made properly he had stopped the machine and was busy in putting the threads in the machine in proper order but the supervisor was not convinced and said that careless workers like him were

not required. The workman states that thereafter his services were terminated as a result of domestic inquiry in which he could not defend himself as he was not assisted by any co-worker.

The management have no doubt filed the record of domestic inquiry but as already pointed out the management have not cared to defend the case and produce any evidence. The result is that the report of the inquiry officer remains unproved and it is, therefore, not possible to rely upon the domestic inquiry for the purpose of coming to the conclusion that the dismissal of the workman was justified or not. It is proved by the evidence of the workman that he was not to be blamed if his co-worker had left the machine un-attended without even informing him. The workman has further stated that he did not try to misbehave with the supervisor. I, therefore hold that the termination of services of Shri Daya Nand claimant was not justified and in order and he is, therefore, entitled to be reinstated with full back wages. The workman should report for duty within 15 days from the date of award becomes enforceable. No order as to costs.

Dated 9th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 112, dated 18th January, 1968.

This award is submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 712-3Lab-68/2283.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. National Wire and Cable Factory, Village Jharsa, district Gurgaon:—

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 55 of 1967.

between

The workmen and the management of M/s. National Wire and Cable Factory, village Jharsa, district Gurgaon.

Present:—

Shri C. B. Kaushik on behalf of the workmen.

Shri Jai Lal, Proprietor of the respondent concern.

AWARD.

The claimant Shri Ram Chander was in the service of M/s. National Wire and Cable Factory, village Jharsa, district Gurgaon. It is alleged that his services were wrongfully terminated on 17th September, 1966, and he was not paid his wages for the period of his forced unemployment from 17th September, 1966 to 6th October, 1966. This gave rise to an industrial dispute and the Government of Haryana in exercise of the power conferred by clause (c) of sub-section (1) of section 10 read with the provisos to that sub-section of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication,—vide gazette notification No. 271-SF-III-Lab-67/21039, dated 15th July, 1967:—

- (1) Whether the termination of services of Shri Ram Chander, son of Shri

Kanahiya Lal was justified and in order? If not, to what relief/exact compensation is he entitled?

- (2) Whether Shri Ram Chander should be paid wages for the period of his forced unemployment from 17th September, 1966 to 6th October, 1966? If so, with what details?

On receipt of the reference usual notices were issued to the parties. Shri C. B. Kaushik appeared on behalf of the workman and filed a statement of claim in which it is alleged that the services of the claimant Shri Ram Chander have been wrongfully terminated with effect from 17th September, 1966, without giving him any charge-sheet or holding an inquiry or giving him show-cause notice. It is further stated that there was an agreement before the Conciliation Officer and it was agreed that the claimant would be taken back into service from 7th October, 1966, with continuity of service. It is, therefore, prayed that the claimant be reinstated with continuity of service and full back wages and he may also be paid wages for the period of his forced unemployment from 17th September, 1966 to 6th October, 1966. Shri Jai Lal, proprietor of the respondent concern appeared in person, in response to the notice. He did not file any written statement. He, however, made a statement in Court. He stated that Shri Ram Chander was in his service but he left the service of his own accord. He further stated that no regular wages were paid to the workman and that he was being paid according to the work done by him and on an average he used to earn Rs. 60 to Rs. 75 per mensem.

The pleadings of the parties gave rise to the following issues:—

- (1) Whether the service of the claimant Shri Ram Chander have been terminated by the respondent?
- (2) If the above issue is proved in the affirmative to what relief/alleged compensation Shri Ram Chander is entitled?
- (3) Whether Shri Ram Chander should be paid wages for the period of his forced unemployment from 17th September, 1966 to 6th October, 1966?

After the evidence of the parties was recorded an application was made on behalf of the workman that certain dates given by him regarding the date on which he was taken in service and date on which his services were terminated were not correct and it was, therefore, prayed that an opportunity be given to the workman to give the correct dates. Notice of this application was given to the proprietor of the respondent concern and further statement of the claimant was recorded. A written statement was filed on behalf of the management and a further statement of the proprietor of the respondent concern was also recorded. Both the parties made a statement that they did not wish to produce any further evidence and my findings are as under:—

ISSUES No. 1 and 2 :

According to the version of the claimant Shri Ram Chander, he joined the respondent concern some time in the month of April, 1963, and remained in service till 16th September, 1966 when his services were terminated. He was re-employed with effect from 7th October, 1966, through the intervention of the Conciliation Officer but his services were again terminated after 20th January, 1967. According to the respondent's version the claimant joined the service on 1st May, 1966 but left of his own accord

on 18th May, 1966, and again started working in August, 1966. Both the parties are agreed that the claimant worked till 16th September, 1966. According to the version of the management the claimant left service of his own accord on 17th September, 1966, came back on 7th October, 1966 and worked till 20th January, 1967, and then again left the service of his own accord. On the other hand the version of the claimant is that his services were terminated by the management on 17th September, 1966, without giving him any charge-sheet or holding an inquiry and so he approached the Conciliation Officer and through his good offices was taken back into service on 18th October, 1966. In my opinion the version of the claimant that his services were terminated by the management appears to be correct because if the claimant was not interested in continuing to work in the respondent concern and left the service of his own accord he would not have approached to the Conciliation Officer for being taken back into service. The proprietor of the respondent concern admits in his evidence that the claimant continued to work in his concern till 20th January, 1967, and says that the claimant then left the service again of his own accord. He does not give any explanation as to why the claimant was interested in troubling him again and again by taking service under him then leaving the service of his own accord and then complaining to the Conciliation Officer that his services have been wrongly terminated and when he was taken back into service he should again leave service and then raise an industrial dispute for reinstatement. This conduct on the part of the claimant is most un-natural in case he left the service of the respondent concern of his own accord. This conduct becomes very natural if he was forced to leave the service. It is not possible to believe that the proprietor of the respondent concern is wholly ignorant of the laws regulating the employment of the industrial labour. In case the claimant was really not interested in continuing to remain in service and wanted to leave of his own accord then a letter of resignation should have been taken from him and in case he absented himself from duty without giving any intimation then a registered notice could have been given to him to show cause as to why he was absent from duty. We find that apart from the oral testimony of the proprietor of the respondent concern there is no evidence that the claimant had left the service of his own accord. Under the circumstances of the case it is not possible to place much reliance on the evidence of the proprietor because he admits in his evidence recorded on 16th October, 1967, that he visits his factory only on Sundays and on other days he remains in his shop in Delhi. He says that when he visited the factory on 18th September, 1966, he found that the machine was not working and so enquired from the claimant as to why he was not working and the claimant told him that the mistry was bothering him unnecessarily. It is clear from this evidence that the proprietor of the respondent concern has not much personal knowledge regarding the circumstances in which the claimant might have been forced to leave his service. The person who is actually managing the work of the respondent concern and who maintains the attendance register, etc., has not been produced. I am, therefore, inclined to believe the version of the claimant that his services have been terminated by the respondent without giving him any charge-sheet or a notice to show cause as to why his services be not terminated. He is, therefore, entitled to be reinstated with full back wages.

Issue No. 2 :

Even if it is believed that the services of the claimant were terminated by the management on 17th September, 1966, and he was taken back into service on 7th October, 1966, I am of the opinion that under the circumstances of the case he is not entitled to claim wages for this period of un-employment because the claimant never raised this demand during the period he remained in the service of the respondent. This demand has been raised only after his services have been terminated again and in view of my decision that he should be reinstated with full back wages, I am of the opinion that it is not necessary to burden the management further by compelling them to pay wages to the claimant for the period he remained un-employed from 17th September, 1966 to 6th October, 1966.

The parties are left to bear their own costs.
Dated the 15th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 114, dated the 18th January, 1968

This award is submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 759-3Lab.-68 2374.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Dewan Shah and Sons, Private Ltd., Jagadhri.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, CHANDIGARH.

Reference No. 79 of 1967

Between

The Workmen and the Management of M/s Dewan Shah and Sons, Private Ltd.,

Jagadhri.

Present : Shri R. L. Gupta, for the Management.
Shri Madhusudan Saran for the Workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s Dewan Shah and Sons (Private) Ltd., Jagadhri, over the following item, the same was referred for adjudication to This tribunal under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947.—*vide* Haryana Government Notification No. 356-SF-III-Lab.-67 25078, dated 18th August, 1967:—

"Whether the management are required to pay bonus to their workmen for the year 1965-66 at a rate higher than the minimum prescribed under the payment of Bonus Act, 1965 ? If so, what should be the quantum of bonus and other terms and conditions of its payment".

On receipt of the reference in this Tribunal usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. The pleadings of the parties gave rise to two issues only which were framed on 13th October, 1967 and which are as under:—

(1) Was the demand in question premature and is the reference made by the

Government invalid for the aforesaid reasons ?

- (2) Whether the management are required to pay bonus to their workmen for the year 1965-66 at the rate higher than the minimum prescribed under the Payment of Bonus Act, 1965 ? If so, what should be the quantum of bonus and other terms and conditions of its payment ?

Parties were called upon to lead their evidence in respect of the said issues. The management filed their balance-sheet and the workmen filed their objections against the same but none of the parties led any evidence. During the course of the arguments it was very properly conceded by Shri Madhusudan Saran representative of the workmen that the workmen had not been able to substantiate their demand. In fact he made a statement that he withdrew the demand because it has not been proved and he said in his statement that the demand may be dismissed as having been withdrawn. The demand is accordingly dismissed.

No order as to costs.
Dated 22nd January, 1968.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

No. 127, dated Chandigarh, the 22nd January, 1968.

The award be submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required by Section 15 of the Industrial Disputes Act, 1947.

K. L. GOSAIN,
Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

The 25th January, 1968.

No. 20-3Lab-68/2045.—In exercise of the powers conferred by sub-section (2) of section 33C of the Industrial Disputes Act, 1947 (14 of 1947), and in supersession of all existing notifications in this regard, the President of India hereby specifies the labour Court, Rohtak as the Labour Court which shall determine the amount at which any benefit referred to in that sub-section shall be computed in terms of money in relation to workmen employed in any industry in the State of Haryana, in relation to which the State Government is appropriate Government.

The 27th January, 1968

No. 835-3Lab-68/2687.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Wazir Singh & Sons, Mathura Road, Faridabad

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 67 of 1967.

between

The workmen and the management of M/s. Wazir Singh & Sons, Mathura Road, Faridabad.

Present:—

Shri Darshan Singh, for the workman.
Shri S. L. Gupta, for the management.

AWARD

Shri Dalip Singh was appointed as a turner v M/s. Wazir Singh & Sons, Mathura Road, Faridabad, at Rs. 200 per mensem. According to

the management he was appointed on probation for one year on 1st April, 1966, and he absented himself from duty with effect from 1st March, 1967, onwards while he was still on probation and on 10th May, 1967, he received all the amount due to him in full and final settlement of his claim. The case of the workman on the other hand is that he joined the respondent concern in December, 1965, and he worked up to 10th May, 1967, and he was not on probation. According to the workman his services were terminated without assigning any reason or prior intimation. This gave rise to an industrial dispute and the Government of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Court for adjudication.—vide gazette notification No. 303-SF-III-Lab-67/22677, dated 31st July, 1967:—

Whether the action of the management in terminating the service of Shri Dalip Singh, Turner or alternatively keeping him out of employment on the alleged ground of wilful absence from duty is justified and in order? If not to what relief is he entitled?

On receipt of the reference usual notices were issued to the parties in response to which the workman filed his statement of claim and the management filed their rejoinder. The pleadings of the parties gave rise to the following issues:—

- (1) Whether the claimant did not attend his duty after 1st March, 1967?
- (2) Whether the claimant was still a probationer according to the terms of the appointment letter when he left his services?
- (3) Whether the claimant voluntarily received all the amounts due to him on 10th May, 1967?
- (4) Whether the manager of the respondent concern called the claimant on 10th May, 1967, in his office and dispensed with his services?

ISSUE Nos. 1 AND 2.—

The main question for determination in this case is whether the workman left the service of his own accord on 1st March, 1967 or whether his services were terminated by the management without assigning any reason or prior intimation on 10th May, 1967. The question whether the claimant was appointed on 1st April, 1966, on probation for one year and was not confirmed in service when his services stood terminated is not of much importance in this case because it is not the case of the management that the services of the workman did not come upto the mark and, therefore, the management decided not to retain him in service. However, the management have produced the alleged letter of appointment to prove that the workman was appointed on 1st April, 1966, on probation for one year and evidence was also given with the help of the attendance register that the claimant did not attend duty from 1st March, 1967, onwards therefore, I propose to discuss issues No. 1 and 2 together to determine whether the version of the management or that of the claimant is correct. The letter of appointment by means of which the workman is supposed to have been appointed is marked Ex. M/1. It appears that the management had typed out application forms which the applicants seeking employment in the respondent concern are expected to fill up and submit to the management for consideration. Against serial No. 9 the applicant is required to state if he had any previous experience. Originally in the form Ex. M/1 it was written that the applicant had 6 years' experience as a turner but

these words have been scored off and instead it is written that no certificate is enclosed. The date on which this application is supposed to have been given is not mentioned though it is expected to be mentioned. At the bottom of the form there is a space for the use of the office only in which it is recorded in red ink that the claimant has been appointed as a temporary probationer with no benefits on 1st April, 1966, but strangely enough the signatures of the applicant in blue ink also appear under these orders. The reason why the applicant was also required to sign at the bottom of the form which is meant for the use of the office only is not clear. The date on which the orders were passed appointing the claimant as a turner is also not given. Further it is mentioned at the top of the form that the applicant is required to fill in the form in his own handwriting but it does not appear that the claimant complied with this requirement. Had the claimant been illiterate then it could have been said that he took the help of some body else to fill in the form, but the claimant is matriculate and the manner in which he has signed his name at three places on the application form Ex. M/1 shows that he can write fluently in English but the person who has filled in the form does not appear to have such a fluent hand-writing. Secondly against serial No. 9 where the applicant is expected to give his experience if any and the words "six years.....turner" have been scored off and the words "no certificate is enclosed" appear to have been written by some body else and not by the person who had filled up the form originally. All these are rather suspicious circumstances and throw a great deal of doubt about the bona fides of the management. It is possible that the words "6 years turner" have been scored off against serial No. 9 where the application is required to state his previous experience so that there is some show of justification for appointing the claimant on probation. The words "no certificates attached" must probably have been written later on, because the person who has written these words and the ink with which these words are written are both different. The claimant has explained in his evidence that in the month of January, 1967, the management withheld his pay up to 18th January, 1967, and told him that the pay would be given to him only if he signed this form and since his family consists of 8 members and he was under going a great deal of hardship because his pay had been withheld so he had to sign the form as required by the management.

The evidence of the claimant is supported by Shri Karam Singh, W.W. 1, who has served the respondent concern as a foreman from 15th November, 1965 to 15th March, 1967 at Rs 500 per mensem. According to the version of the management the claimant is supposed to have left their service of his own accord on 1st March 1967. Shri Karam Singh, however, says that the claimant was still in service when he left his job on 15th March, 1967. At the request of the claimant the attendance registers of the respondent concern were summoned to asc'e' in the date up to which the claimant had actually worked and the management in compliance with this request produced the required register and the witness after inspecting the register stated that the register in question had been changed. The witness says that the Faridabad Engineering Works is a sister concern of the respondent M/s Wazir Singh and Sons, as both these concerns are owned by the same parties and are carrying on their business in the same building and the power connection which is in the name of M/s Faridabad Engineering Works is also

utilized by the respondent concern M/s Wazir Singh and Sons. The witness says that the workers of both the concerns used to help each other and as the foreman, he used to supervise the work of both the concerns. The witness further says that he had on occasion to see the attendance register almost daily because he was a supervisor and the clerk incharge of marking the presence of the workmen used to call him daily before marking the attendance. He says that the register as it existed originally contained many more leaves and the cover was also of a different colour. The witness further says that in the original register the attendance of workmen for the whole of the year 1966 and till re remained in service, i.e., 15th March, 1967, was marked and still the register was only half full. The witness was shown another register in which the attendance of the workmen for the year 1967-68 had been marked and he stated that this register had been prepared after he had left the service. The attendance registers of M/s Faridabad Engineering Works relating to the years 1966-67 and 1967-68 were shown to the witness and he stated that originally the cover of the register for the year 1967-68 contained all the leaves and the leaves relating to the year 1966-67 have been taken out and bound in a new cover. The witness has not been cross-examined in order to challenge this portion of his statement. No evidence has been led to prove that the registers in question are in the original condition and they have not been tampered with in any manner. Shri Surjit Singh, partner of the respondent concern has only explained that the leaves in the attendance register are loose because the register is an old one and it contained 24 pages. The clerk who made entries in the attendance registers has not been produced in order to prove the date up to which the claimant was actually marked absent and the date on which his name was struck off from the rolls has not been indicated by the management. In my opinion, the evidence of Shri Karam Singh, ex-foreman, cannot be lightly ignored and it is corroborated by the evidence of Shri Bakshish Singh also an ex-employee of the respondent concern. This witness has served the representative concern from 1st November, 1966 to 5th April, 1967, and according to his evidence the claimant Shri Dalip Singh was still working in the respondent concern when he (witness) left the service. No notice under registered cover was given to the claimant to show cause as to why he was absent from 1st March, 1967, onwards and why his name be not struck off from the rolls by reason of his continued absence.

The learned representative of the management during the course of arguments did not suggest any reason which might have promoted the claimant to leave the services of the respondent in this manner. It is simply stated that a notice copy Ex. M/2 was sent under postal certificate to the claimant on 4th March, 1967. In this notice the claimant has been warned that in case he did not turn up immediately it would be taken for granted that he was no longer interested to continue in service any more and his name would be removed from the attendance register. The claimant has denied the receipt of this notice.

The learned representative of the management has criticised the evidence of Sarvshri Karam Singh and Bakshish Singh on the ground that they were the ex-employees of the respondent concern and so they have deposed in favour of the claimant. In my opinion, it is not possible to disbelieve the evidence of these witnesses simply on this ground. Being the workmen of

the respondent concern during the period the claimant was in service they are expected to have a first hand knowledge of the actual state of affairs then existing in the respondent concern and for this reason their evidence has great value. It is submitted that the date mentioned under the signatures of the claimant when he received his pay for the month of February, 1967 is 9th May, 1967 and this fact strongly corroborates the version of the management that the claimant was actually absent from 1st March, 1967 onwards and that he of his own accord attended the office of the respondent concern and received the amount due to him in full and final settlement of his claim on 10th May, 1967 and signed his name in the payment of wages register and gave receipt Ex. M/3. It would have been possible to appreciate this argument of the learned representative in case the dates on which the workmen actually received their pay had been mentioned under their signatures as a matter of routine but a mere look at the payment of wages register shows that it is a very rarity that the dates on which the worker has received his wages is mentioned under his signatures. Further the receipt Ex. M/3 acknowledges the receipt of Rs. 33.30 only. It has not been shown for what purpose this payment of Rs. 33.30 Paise was made. Shri Surjit Singh simply says in his evidence that the claimant received all the amount due to him in full and final settlement of his claim on 10th May, 1967.—vide Ex. M/3 and he also received the wages due to him and he signed the relevant entry in the payment of wages register as well, but it has not even been put to the claimant that he gave the receipt Ex. M/3 when he received Rs. 33.30 Paise in full and final settlement of his claim. The claimant has denied that he settled his accounts.

After carefully considering the evidence produced by the parties in support of their respective contentions I am of the opinion that the version of the claimant is correct as it is corroborated by the circumstances of the case. The claimant has explained that when the workers received their pay they never put any date under their signatures and except the date 10th May, 1967 which according to him has been written later on, there is hardly any entry in the register in which a date has been put under the signatures of the workmen when they received their pay. He has also explained that some time his signatures were obtained on a voucher when salary was paid to him and some time his signatures were taken on the register. This part of the statement of the claimant has also not been challenged during his cross-examination.

As already pointed out the question as to whether the claimant was still a probationer when his services were terminated has no importance in this case because according to the version of the management the claimant left the service of his own accord and it is not the case of the management that the work of the claimant was not satisfactory and, therefore, his services have been rightly terminated in accordance with the terms of his appointment, and so it was not necessary to give him any charge-sheet or to hold an inquiry. All that need be said in this connection is that the letter of appointment Ex. M/1 by which the claimant is supposed to have been appointed on probation for one year is not beyond suspicous. In my opinion, it is also not satisfactorily established that the claimant did not attend to his duty after 1st March, 1967 and that he was still a probationer then.

Issue No. 3.

It is true that the claimant received a sum of Rs. 192.86 Paise on account of his pay for the month of February, 1967. It is not mentioned in this entry that the claimant received this amount in full and final settlement of all his claim and the purpose for which a sum of Rs. 33.30 Paise were paid to the claimant, *vide* receipt Ex. M/3 has also not been shown. There is no other evidence on this point and, therefore, it is not possible to give a finding in favour of the management that the claimant is proved to have received voluntarily all the amount due to him on 10th May, 1967. I, therefore, find that this issue is also not satisfactorily proved.

Issue No. 4.

The only question which has been referred for adjudication to this Court is whether the action of "management in terminating the services of the claimant or alternatively keeping him out of employment on the alleged ground of wilful absence from duty is justified and in order. It is, therefore, not necessary to decide from which date the management actually terminated the services of the claimant and so I give no finding on this issue.

In view of my finding on issues No. 1 and 2, I hold that the management is responsible for terminating the services of the claimant and this action on their part had no justification whatsoever. In my opinion, therefore, the claimant is entitled to be reinstated with full back wages. No order as to costs.

The 16th January, 1968.

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 131, dated the 22nd January, 1968.

This award is submitted to the Secretary to Government, Haryana, Labour and Employment Department, Chandigarh, as required under Section 15 of the Industrial Disputes Act, 1947

P. N. THUKRAL,
Presiding Officer,
Labour Court, Rohtak.

No. 819-3-Lab-68/2699.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer Labour Court, Rohtak, in respect of the dispute between the workmen and management of M/s. Jhajjar Motor Roadways Jhajjar.

BEFORE SHRI P. N. THUKRAL, PRESIDING OFFICER, LABOUR COURT, ROHTAK.

Reference No. 46 of 1967

Between

The workmen and the management of M/s. Jhajjar Roadways Jhajjar.

Present:

Shri Shiv Narain Vats on behalf of the workmen.

Shri Tulsi Dass, on behalf of the management.

AWARD

Shri Ram Mehar Singh was employed as a Conductor in M/s. Jhajjar Motor Roadways, Jhajjar. He was dismissed from service on 16th February, 1967. It is alleged that he used to remain absent without leave and his irregularities of attendance was causing great inconvenience and was upsetting the running duties of the staff. The workmen maintains that his dismissal from service was not bona fide. This gave rise to an industrial dispute and the Governor of Haryana in exercise of powers conferred by clause C of sub-section (1) of section 10 of Industrial Disputes

Act, 1947 referred the following disputes to this Court for adjudication,—vide Gazette Notification No. 212-SFIII-Lab-67/, dated 22nd June, 1967.

Whether the termination of services of Shri Mehar Singh Conductor is justified and in order, If not to what relief he is entitled

On receipt of the reference usual notices were issued to the parties who filed their statement of claim and rejoinder to the same and the following issue was framed.

Whether the claimant Shri Ram Mehar Singh was in the habit of remaining absent without leave and the termination of services is justified and in order ?

The issue was framed on 11th August, 1967 and the case was adjourned for evidence to 26th August, 1967. On the date fixed the representative of the management Shri Jai Krishan, Booking Clerk, stated that there was a talk of compromise between the parties which had not yet been finalised, so he requested that a date may be given to finalise the settlement. The representative of the workmen submitted that there was a completed compromise between the parties, but the Managing Director had backed out and so no useful purpose would be served by giving a adjournment for the purpose. As desired the parties were directed to produce their evidence on 12th September, 1967.

On the date fixed Shri Sultan Singh, Managing Director of the responded Company was present. He stated that there was again a talk between the parties for a settlement which had not matured and the management had not brought any evidence under the impression that there would be a compromise. On behalf of the workmen four witnesses were present and a request was made on his behalf that the evidence may be recorded. However, in the interest of justice an adjournment was granted to the management and the parties were directed to produce their evidence on 3rd October, 1967. On the date fixed Shri Bishan Sarup, a Director of the responded Company was present, but no evidence was produced on behalf of the management. Shri Bishan Sarup, stated that he summoned three witnesses, who were in the service of the respondent Company and prayed for an adjournment on the ground that they were not present. This attitude of the management was not appreciated and it was observed that since the witnesses were the employees of the respondent Company, they could have been asked by the management to attend the Court and there was no justification for delaying the disposal of the case in this matter. Again in the interest of justice an opportunity was again given to the management to produce their witnesses and it was also ordered that summons may be issued to the witnesses in order to ensure their presences in the Court in case they did not attend in obedience of the orders of the management. On the date fixed the management produced one witness namely Shri Tulsi Dass and requested for adjournment for the remaining witnesses on the ground that the Managing Director of the respondent Company had given verbal directions to the employees to appear in this Court, but the employees preferred to wait for the summons. Still another opportunity was given to the management to produce their evidence on 13th November, 1967, which was changed to 11th December, 1967 under intimation to the parties. On the date fixed the management again did not produce their evidence and prayed for an adjournment in the interest of justice. Last opportunity was given to the management to produce their evidence and the case was adjourned to 9th January, 1967. On the date fixed Shri Tulsi Dass, who is a Tax

Clerk in the respondent Company appeared on behalf of the management with a letter of authority from the Managing Director and stated that no evidence on behalf of the management was present and again requested for adjournment. He stated that the Managing Director of the respondent Company had gone to Chandigarh. It is not stated on what urgent business had necessitated the presence of the Managing Director at Chandigarh and why no arrangement could be made for summoning the witnesses for producing them in the Court. So no option was left to the Court but to close the evidence of the management and to record the evidence of the workmen.

The workman Shri Ram Mehar Singh has appeared as his own witness in support of his case and has produced one Shri Sultan Singh, who is also an employee of the respondent company.

A witness observed the case of the management & that the services of the claimant were terminated under the verbal orders of the Managing Director because the claimant used to remain absent without leave and on account of his irregular attendance, great inconvenience was caused to the running duties of the staff. No evidence has been led to prove on what dates and for how many days actually the workmen remained absent and there is no explanation as to why the workmen was not charge-sheeted for absenting himself from the duties and why no enquiry was held in this regard. The management have produced one witness namely, Shri Tulsi Dass in support of their case, who says that in his presence the Managing Director told the claimant during the last General Election that in case he wanted to remain absent he should apply for leave. In the reply to the Court question the witness admitted that he himself was absent for 12 to 15 days.

The case of the workman on the other hand is that during the last General Election the Managing Director was himself a candidate for the Legislative Assembly and Shri Manphul Singh was his rival candidate. The workman says that during the election Shri Manphul Singh came to his house and since he had come to his (the workman's house) he entertained him with milk, etc., and on the following day the Managing Director enquired from him if he had entertained his rival candidates with milk, etc., and he admitted this fact. The workman says that on the next day there was an election meeting called by the Managing Director in which the number of persons who attended the meeting was very small and the Managing Director suspected that the workman was supporting his rival candidate and so he terminated his services without giving him any notice or charge-sheet. Shri Sultan Singh a Co-worker of the claimant supports this version.

I have carefully considered the evidence produced by the parties and in my opinion it cannot be held on the basis of the evidence produced in the Court that the workman used to remain absent without leave. Moreover, no charge-sheet was given to the workman nor any enquiry was held against him. Under these circumstances the termination of the services of the workman Shri Ram Mehar Singh cannot be said to be justified and he is entitled to reinstate with full back wages.

P. N. THUKRAL,

Labour Court, Rohtak.

Dated, the 18th January, 1968

No. 130, dated the 22nd January, 1968.

This award is submitted to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

P. N. THUKRAL.

Presiding Officer,
Labour Court, Rohtak.

No. 833-3Lab.-68/2736:- In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the President of India is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s. Unni Utipatti Kendra, Panipat.

BEFORE SHRI K. L. GOSAIN, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, CHANDIGARH.

Reference No. 83 of 1967

Between
THE WORKMEN AND THE MANAGEMENT OF
M/s. UNNI UTIPATTI KENDRA,
PANIPAT.

Present: - Shri R. L. Gupta, for the management.
Shri Madhusudan Saran, for the workmen.

AWARD

An industrial dispute having come into existence between the workmen and the management of M/s. Unni Utipatti Kendra, Panipat, the same was referred for adjudication to this tribunal under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947.—*vide* Haryana Government notification No. 389-SF-III-Lab-67/26559, dated 5th September, 1967. The three items of dispute which are mentioned in the said notification are as under :—

- (1) Whether the workmen as mentioned in Annexure 'A' should be confirmed by the management ? If so, with what details and from which date ?
- (2) Whether the workmen shown in the Annexure 'A' should be granted dearness allowance ? If so, from which date and with what details ?
- (3) Whether the management are required to issue/provide attendance cards to their workmen ? If so, with what details and from which date ?

On receipt of the reference in this tribunal usual notices were issued to the parties and in response to the same the workmen filed their statement of claims and the management filed their written statement to the same. Three preliminary objections were raised by the management which formed the subject-matter of issues No. 1, 2 and 3 framed by me. The said issues are as under :—

- (1) Is the reference invalid for reasons stated in paragraph 1 of the preliminary objections in the written statement ?
- (2) Is the dispute not an industrial dispute for reasons given in paragraph No. 2 of the preliminary objections in the written statement ?
- (3) Could not the Haryana State Government make the present reference ?

Parties were given opportunities to lead their evidence in respect of the said issues and after conclusion of the same the representatives of both the parties addressed their arguments to me. My findings on the said issues are as under :—
Issue No. 1 :

The plea of the management is that Unni Utipatti Kendra, Panipat is nothing more than

a department of Khadi Ashram and that the reference could not be proceeded within absence of Khadi Ashram being a party to the same. There does not appear to me to be any force in this plea because the management of M/s. Unni Utipatti, Kendra, Panipat, is a party and if the said management vests in Khadi Ashram, the said Khadi Ashram is for all intents and purposes to be deemed to be a party to the reference. Moreover a written statement has actually been filed by the Khadi Ashram and the objection has lost whatever little force it otherwise had. The issue is accordingly decided against the management.

Issue No. 3—

The plea of the management is that the industry in question is being carried on under the authority of the Central Government and that the appropriate Government which could make this reference was in these circumstances only the Central Government. On this point the management have led evidence of their Manager, who has appeared as R.W. 1 and has stated as under:—

"We get finances from the Khadi Commission which has its office at Bombay. We work under their instructions. Khadi Ashram works on the basis of a certificate of Khadi and Village Board. I have brought the original certificate with me and produce a true copy of the same as Ex. R. 1. Our connection with the Khadi and Village Industries Commission is precisely on the same footing as that of Punjab Khadi Gram Udyog Sangh Adampur or other institutions of Khadi."

Ex.R. 1 is the authority letter enabling the carrying on of the industry in question and this authority letter has been issued by the Khadi Village Industries Commission, Bombay. The said commission was admittedly constituted by the Central Government under section 4 of the Khadi and Village Industries Commission Act, 1956. Under section 15 of the said Act it was one of the function of the commission to authorise industry of this type being carried on at any place approved by the said Commission. Section 17 of this Act provides that the Central Government may, after due appropriation made by the Parliament by law in this respect pay to the commission in each financial year such sums as may be considered necessary for the performance of the functions of the commission under this Act. The certification committee is formed under the Act and its various functions are defined. I am perfectly satisfied from the evidence of R.W. 1 and from the documentary evidence consisting of Ex.R. 1. that the industry in question is being carried on under the authority of the Central Government. Section 2(1) of the Industrial Disputes Act which defines the appropriate Government clearly lays down that in relation to any Industrial Dispute concerning an industry carried on by or under the authority of the Central Government the appropriate Government shall be the said Government, i.e., the Central Government. The reference in question could in these circumstances be made only by the Central Government and not by the Haryana Government. This issue is decided in favour of the management.

In view of my findings on issue number 3, no adjudication of the dispute can be made in the present reference.

Dated 22nd January, 1968.

Presiding Officer,
Industrial Tribunal, Haryana,
Chandigarh.

Dated, Chandigarh, the 24th January, 1968.

No. 132.

The award be submitted to the Secretary to Government Haryana, Labour and Employment Department, Chandigarh, as required by section 15 of the Industrial Disputes Act, 1947.

(Sd.) . . .

Presiding Officer.
Industrial Tribunal, Haryana.
Chandigarh.

The 31st January, 1968.

No. 18206-3Lab-67/2543.—In exercise of the powers conferred by sub-section 1 of section 13 of the Employees' Provident Funds Act, 1952, (Act 19 of 1952), the President of India is pleased to appoint Shri H. C. Jain, Provident Fund Inspector (Grade II), to be an Inspector for the whole of the State of Haryana for the purposes of the said Act and the scheme framed thereunder in relation to the establishments other than those belonging to, or under the control of the Central Government or connected with a Railway Company, a major port, a mine, an oil field or a controlled industry.

R. I. N. AHOOJA, Secy.

INDUSTRIES DEPARTMENT.

The 29th/30th January, 1968.

No. 991-6IB-68/2360.—In exercise of the powers conferred by section 91 of the Punjab Re-organisation Act, 1966, the President of India hereby specifies the Registrar of Firms and Societies, Haryana, who, on and from the appointed day, shall, as respects the State of Haryana, be competent to exercise the powers, duties and functions of the Registrar under Punjab Government notification No. 41BII-26(2)-61/1442, dated the 20th January, 1962, in relation to companies to which the Punjab Non-Trading Companies Act, 1960, applies.

R. I. N. AHOOJA, Secy.

REVENUE DEPARTMENT

WAR JAGIR

The 25th January, 1968

No. 7857-R(IV)-67/368.—In exercise of the powers conferred by sections 2(a)(ia)&3(IA) of the East Punjab War Awards Act, 1948, the President of India is pleased to make a grant of war jagir of the annual value of Rs. 100 (Rupees one hundred only) in favour of Shrimati Rajwan, widow of Basti Ram, village Mundi, tehsil Rewari, district Gurgaon, subject to such conditions as to its enjoyments are contained in the respective Sanad of the Jagir granted to her.

This grant will take effect from Kharif, 1965.